



COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

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Molly Joseph Ward
Secretary of Natural Resources

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Director

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**VIRGINIA WASTE MANAGEMENT BOARD
ENFORCEMENT ACTION - ORDER BY CONSENT
ISSUED TO
AUSTIN INDUSTRIAL SERVICES, L.L.C.
FOR
AIS INDUSTRIAL SERVICES
EPA ID VAD046960811**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board and Austin Industrial Services, L.L.C. regarding AIS Industrial Services, for the purpose of resolving certain violations of the Virginia Waste Management Act and the applicable regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "AIS" means Austin Industrial Services, L.L.C., a limited liability company authorized to do business in Virginia and its affiliates, partners, and subsidiaries. AIS is a "person" within the meaning of Va. Code § 10.1-1400.
2. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and - 1401.
3. "CESQG" means a conditionally exempt small quantity generator of hazardous waste, a generator of less than 100 kilograms of hazardous waste in a month and meeting the other restrictions of 40 CFR § 261.5 and 9 VAC 20-81-10.

4. "CFR" means the Code of Federal Regulations, as incorporated into the Regulations.
5. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.
6. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.
7. "Facility" means Austin Industrial Services, L.L.C. d/b/a AIS Industrial Services (EPA ID VAD046960811), located at 1001 East 4th Street, Richmond, Virginia, which is owned and operated by Austin Industrial Services, L.L.C.
8. "Hazardous Waste" means any solid waste meeting the definition and criteria provided in 40 CFR § 261.3.
9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.
10. "Order" means this document, also known as a "Consent Order" or "Order by Consent."
11. "PRO" means the Piedmont Regional Office of DEQ, located in Glen Allen, Virginia.
12. "Regulations" or "VHWMR" means the Virginia Hazardous Waste Management Regulations, 9 VAC 20-60-12 *et seq.* Sections 20-60-14, -124, -260 through -266, -268, -270, -273, and -279 of the VHWMR incorporate by reference corresponding parts and sections of the federal Code of Federal Regulations (CFR), with the effective date as stated in 9 VAC 20-60-18, and with independent requirements, changes, and exceptions as noted. In this Order, when reference is made to a part of section of the CFR, unless otherwise specified, it means that part or section of the CFR as incorporated by the corresponding section of the VHWMA. Citations to independent Virginia Requirements are made directly to the VHWMR.
13. "Solid Waste" means any discarded material meeting the definition provided in 40 CFR § 261.2.
14. "SQG" means a small quantity generator, a hazardous waste generator that generates greater than 100 kilograms but less than 1000 kilograms of hazardous waste in a calendar month and meets other restrictions. *See* 40 CFR § 262.34(d)-(f).
15. "Va. Code" means the Code of Virginia (1950), as amended.

16. "VAC" means the Virginia Administrative Code.
17. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 4 (Va. Code §§ 10.1-1426 through – 10.1-1429) of the Virginia Waste Management Act addresses Hazardous Waste Management.

SECTION C: Findings of Fact and Conclusions of Law

1. AIS owns and operates the Facility in Richmond, Virginia. The Facility is a business that repairs electric motors, services and repairs pumps, performs machine work on switchgear and gearboxes, and performs laser alignment or other industrial services for electrical apparatuses for manufacturing plants. Operations at the Facility are subject to the Virginia Waste Management Act and the Regulations.
2. AIS has been operating at this location for 11 years and bought the company from Grand Eagle Service. Grand Eagle Service submitted to EPA a RCRA Subtitle C Site Identification Form, received by EPA on August 2, 2000, that gave notice of regulated waste activity at the Facility as a SQG of hazardous waste. Grand Eagle was issued EPA ID No. VAD046960811 for the Facility. Prior to Grand Eagle Service, Westinghouse Electric Company was located at this facility and notified in February 22, 1994 as a SQG. AIS has not notified to update the EPA ID number for this location.
3. AIS generates sand blast waste debris from working on machine parts, used oil from the disassembly and repair of machine parts, spent solvents from the use of aerosol cans, solvent-contaminated wipes, and spent fluorescent lamps at the Facility. AIS generates sand blast waste, used aerosol cans, spent fluorescent lamps, and solvent-contaminated wipes which are a solid waste, and are also a hazardous waste, characterized as D-listed hazardous wastes, which means that they can exhibit ignitability, corrosivity, reactivity and/or toxicity.
4. On May 11, 2016, Department staff inspected the Facility for compliance with the requirements of the Virginia Hazardous Waste Management Regulations. Based on the inspection and follow-up information, Department staff made the following observations:
 - a. AIS operates a small sandblaster. On June 1, 2016, DEQ staff sent a formal Request for Information letter and requested analytical data for the sand waste produced by the sandblasting process, product information and the safety data sheet (SDS) for the sand used in the sandblasting process. On June 15, 2016, AIS provided the SDS sheets for the sand material used in the sand blasting process. The SDS sheets indicated that the sand was

non-hazardous. AIS stated that there was no available analytical data for the sand blasting waste.

In addition, AIS reported that used aerosol cans and spent fluorescent lamps are disposed of through the regular trash.

No hazardous waste determinations had been conducted on the waste streams generated at the Facility, including [but not limited to] sandblast waste, reported used aerosol cans, and spent fluorescent lamps. AIS staff stated used aerosol cans and spent fluorescent lamps were discarded in the general trash; which are characteristic hazardous waste pursuant to Title 40 of the CFR Parts 261.21 through 261.24.

- b. AIS stores used oil in 55-gallon drum container(s). The containers were not labeled as "Used Oil".
 - c. AIS accumulates solvent contaminated wipes in mesh bags sent out for cleaning. The mesh bags, acting as a container, do not allow for proper closure or containment of free liquids should they occur, nor are the mesh bag containers labeled as "Excluded Solvent-Contaminated Wipes".
- 5. 40 CFR Part 262.11 states in part that a person who generates a solid waste, as defined in 40 CFR 261.2, must determine if that waste is a hazardous waste.
 - 6. 40 CFR 279.22(c)(1) states in part that containers and aboveground tanks used to store used oil at generator facilities must be labeled or marked clearly with the words "Used Oil."
 - 7. 40 CFR 261.4(a)(26) states in part that solvent-contaminated wipes that are sent for cleaning and reuse are not solid wastes from the point of generation, provided the wipes, when accumulated, stored, and transported, are contained in non-leaking, closed containers that are labeled "Excluded Solvent-Contaminated Wipes." The containers must be able to contain free liquids, should free liquids occur.
 - 8. On September 8, 2016, DEQ issued Notice of Violation (NOV) No. 2016-09-PRO-601 to AIS for the violations described in paragraph C(4), above.
 - 9. On September 15, 2016, DEQ discussed the violations with Mr. Hedlund, President of AIS, by phone.
 - 10. On May 11, 2017, DEQ staff met with Mr. Hedlund and his consultant to discuss hazardous waste regulations and the violations observed by DEQ staff at AIS. DEQ staff also discussed corrective actions to bring AIS into compliance with the regulations. During the meeting, AIS provided the analytical results of the test of the sand blast waste, which reported that the sand blast waste was nonhazardous.

AIS also provided photo documentation showing that the used oil container was properly labeled, "Used Oil"; submitted a photo of a closed container labeled "Excluded Solvent-Contaminated Wipes"; and provided a receipt for the purchase of a closed container for the storage of spent fluorescent lamps. Mr. Hedlund agreed to provide information to DEQ by June 11, 2017 regarding: 1) the disposal of spent fluorescent lamps, 2) the disposal procedures for waste aerosol cans, and 3) the containment and disposal of solvent contaminated wipes.

11. On June 12, 2017, AIS provided photo documentation showing that the spent fluorescent lamps were properly contained in a recycling box and ready for shipment, the excluded solvent-contaminated wipes were properly contained and labeled, and the installation of an aerosol can puncturing, liquid and gas capturing device.
12. Based on the results of the May 11, 2016 inspection, the September 15, 2016 phone conversation, and the May 11, 2017 meeting, the Board concludes that AIS has violated 40 CFR Part 262.11, 40 CFR 279.22(c)(1), and 40 CFR 261.4(a)(26), as described in paragraph C(4) through C(7), above.
13. In order for AIS to complete its return to compliance, DEQ staff and AIS have agreed to the Schedule of Compliance, which is incorporated in Appendix A of this Order.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code §10.1-1455, the Board orders AIS, and AIS agrees to:

1. Perform the actions described in Appendix A of this Order; and
2. Pay a civil charge of \$ **7,525** within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order, or cashiers check payable to the "Treasurer of Virginia" and shall be delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

AIS shall include its Federal Employer Identification Number (FEIN) with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, AIS shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of AIS for good cause shown by AIS, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-400 *et seq.*, after notice and opportunity to be heard.
2. This Order addresses and resolves only those violations specifically identified in Section C of this Order. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the Facility; or (3) taking subsequent action to enforce the Order.
3. For purposes of this Order and subsequent actions with respect to this Order only, AIS admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.
4. AIS consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. AIS declares it has received fair and due process under the Administrative Process Act and Virginia Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.
6. Failure by AIS to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. AIS shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or other such occurrences. AIS shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. AIS shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are

anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

- a. the reasons for the delay or noncompliance;
- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d.. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which AIS intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
10. This Order shall become effective upon execution by both the Director or his designee and AIS. Nevertheless, AIS agrees to be bound by any compliance date which precedes the effective date of this Order.
11. This Order shall continue in effect until:
 - a. The Director or his designee terminates the Order after AIS has completed all of the requirements of the Order.
 - b. AIS petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or
 - c. The Director or Board terminates the order in his or its sole discretion upon 30 days' written notice to AIS.

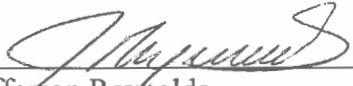
Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve AIS from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by AIS and approved by the Department pursuant to this Order are incorporated into

this Order. Any non-compliance with such approved documents shall be considered a violation of the Order.

13. The undersigned representative of AIS certifies that he or she is a responsible official authorized to enter into the terms and conditions of this Order and to execute and legally bind AIS to this document. Any documents to be submitted pursuant to this Order shall also be submitted by AIS or an authorized representative of AIS.
14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenant, terms or conditions agreed upon between the parties other than those expressed in this Order.
15. By its signature below, AIS voluntarily agrees to the issuance of this Order.

And it is so ORDERED this 19 day of September, 2017.



Jefferson Reynolds,
Director, Division of Enforcement
Department of Environmental Quality

Austin Industrial Services, L.L.C. voluntarily agrees to the issuance of this Order.

Date: 8/24/17 By: Ronald L. Hedlund, President
(Person) (Title)
Austin Industrial Services, L.L.C.

Commonwealth of Virginia

City County of Richmond

The foregoing document was signed and acknowledged before me this 24 day of

August, 2017, by Kathy Steers who is

Ronald L. Hedlund of Austin Industrial Services, L.L.C. on behalf of the
(Name)
of the company.

Kathy Steers

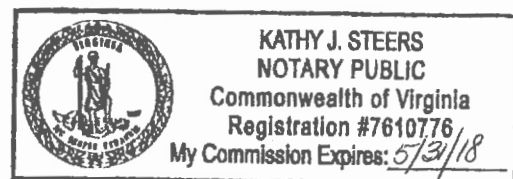
Notary Public

7610776

Registration No.

My commission expires: 5/31/18

Notary seal:



APPENDIX A

1. **Provide the following:**

1. Within 30 days of issuance of this Order, complete the hazardous waste notification form 8700-12, to update the generator status of the Facility, and submit the completed Form to DEQ.
2. Upon initial use, label the aerosol can puncture unit as "Hazardous Waste."

2. **Contact**

Unless otherwise specified in this Order, AIS shall submit all requirements of Appendix A of this Order to:

Cynthia Akers
Enforcement
VA DEQ
629 E. Main Street
Richmond, VA 23219
(804) 698-4188 – phone
Cynthia.Akers@deq.virginia.gov